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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

10 NORTHERN CALIFORNIA-NORTHERN )  
NEVADA SOUND AND COMMUNICATIONS )  
11 EMPLOYEE BENEFIT TRUST FUNDS; )  
DOUG LUNG AND BOB TRAGNI AS )  
12 TRUSTEES OF THE NORTHERN )  
CALIFORNIA-NORTHERN NEVADA )  
13 SOUND AND COMMUNICATIONS )  
DISTRICT NO. 9 HEALTH AND WELFARE )  
14 TRUST FUND,

15 Plaintiffs,

16 vs.

17 SPARTAN ENGINEERING, INC.,  
a California Corporation,

18 Defendant.  
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CASE NO.: C08-00537 RMW

DECLARATION OF  
BOB TRAGNI IN SUPPORT OF  
A DEFAULT JUDGMENT

DATE: July 25, 2008  
TIME: 9:00 a.m.  
PLACE: Courtroom 4, 5<sup>th</sup> Floor  
JUDGE: Ronald M. Whyte

21 I, BOB TRAGNI, do declare as follows:

22 1. At this time, and all times pertinent, I have been and am a trustee of the Health  
23 and Welfare, Pension, and Vacation Trust Fund.

24 2. The Defendant SPARTAN ENGINEERING, INC., a California Corporation,  
25 signed a collective bargaining agreement with the Plaintiff Trust Funds on or about February 12,  
26 1997. Said agreement was in effect then and continues to be in effect.

27 3. Said agreement provides in part that fringe benefits shall be paid to Plaintiff  
28 Trust Funds by the Defendants and that all payments shall be made on the 15th of the month

1 following the month in which fringe benefits accrued. If they are not paid by the 15th of the  
2 month liquidated damages are due in the sum equal to ten percent of the principal amount. The  
3 sum of \$21,121.57 principal for the months of December 2007 and January 2008; and  
4 \$11,256.52 in liquidated damages for the months of August 2007 through January 2008,  
5 according to contract is now due and owing and unpaid from the Defendant to Plaintiffs.

6 4. Plaintiffs performed all conditions on their part to be performed and Defendant  
7 SPARTAN ENGINEERING, INC., a California Corporation, continues to owe these monies.  
8 Plaintiff seeks judgment pursuant to this declaration.

9 5. Said collective bargaining agreement further provides attorney's fees shall be  
10 awarded in the event suit is filed to collect principal or liquidated damages under the agreement.

11 I declare under penalty of perjury that the foregoing is true and correct of my own  
12 knowledge. If called as a witness, I could competently testify to the foregoing.

13 Executed this 19<sup>th</sup> day of June 2008, at San Jose, California.

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15 /s/ Bob Tragni

16 BOB TRAGNI  
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